

RELEASE AND SETTLEMENT OF ALL CLAIMS

RELEASOR: The Estate of Michael Ostby personal representatives and Nicole Hale, Joe Ostby and Cassandra Ostby individually.

RELEASEE: Yellowstone County, Yellowstone County Board of County Commissioners and the agents, servants, present and past employees, successors, heirs, directors, members of all Boards and assigns of Yellowstone County.

CLAIM: UNITED STATES DISTRICT COURT, CAUSE NO. CV 17-124-BLG-SPW-TJC and UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT NO. 20-35753.

The parties to this Release have engaged in settlement negotiations. Pursuant to these negotiations, settlement has been reached between the Estate of Michael Ostby et. al, Releasor, and Yellowstone County, et al, Releasee.

SUM OF SETTLEMENT: \$156,000.00 (one hundred and fifty-six thousand dollars) total for full release, as indicated in the Occurrence Section of this document.

1. OCCURRENCE

Pursuant to a Complaint and Jury Demand filed on or about June 30, 2017 by Releasor referenced above, Releasor made various claims for civil rights violations against Yellowstone County. These claims included, but were not limited to negligence, and federal constitutional claims. The Complaint stemmed from the suicide of Michael Ostby at the Yellowstone County Detention Facility on July 01, 2015.

Releasor acknowledges receipt of the above sum of money and for payment of such sum fully and forever releases and discharges Releasee, Releasee's successors, assigns, agents, partners, officers, employees, former employees, and attorneys from any and all actions, claims, causes of action, demands, or expenses for claimed damages for lost wages and other injury, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the claims as alleged in the above-referenced Complaint.

2. FUTURE DAMAGES

Inasmuch as any damages and losses resulting from the events described herein may not be fully known and may be more serious than it is now understood or expected, Releasor individually agrees, as a further consideration of this agreement, that this Release applies to any and all damages and losses resulting from the allegations against Releasee described herein, even though now unanticipated, unexpected and unknown, as well as any and all damages and losses which have already developed and which are now known or anticipated.

3. EXTENT OF LIABILITY

It is understood and agreed that this settlement is the compromise of disputed claims and that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord of these claims. Payment made under this settlement is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said Releasee disputes the claims and therefore intends merely to avoid litigation and buy their peace.

4. NO ADDITIONAL CLAIMS

Releasor represents that no additional claims are contemplated against any other party potentially liable for the losses, damages and injuries for which this Release is given. In the event any additional claim is made which directly or indirectly results in additional liability exposure to Releasee for the losses, injuries and damages for which this Release is given, Releasor covenants and agrees to indemnify and hold Releasee harmless from all such claims and demands, including reasonable attorney's fees and all other expenses necessarily incurred.


5. DISCLAIMER

Releasor has carefully read the forgoing, understands the contents thereof, and signs the same of Releasor's own free will and accord. This Release shall be binding upon Releasor, heirs, successors, personal representatives and assigns.

6. TAXABILITY OF BENEFITS

Releasee makes no warranty, representation, or promise, in any respect, with respect to the taxability of the sums which have been or will be received by Releasor. It is hereby expressly understood and agreed that Releasor is fully and exclusively responsible for complying with the tax laws of the United States or any state and that Releasor shall make no claim or demand in the future upon Releasee in any respect, including the issue of taxability of the benefits to be paid hereunder.

7. CONFIDENTIAL AGREEMENT

The parties agree that no part of this agreement can be confidential and that the original Release will be kept on file as a public document in the office of the Yellowstone County Clerk and Recorder. ~~Releasee agrees that it will not however publicize in the media, the courts, informally or in any way, the facts of this case, the facts of settlement or the amount and terms of settlement as set forth in this agreement. However,~~ Releasee may disclose such information as it is required to disclose under applicable laws and regulations. 

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Dated this 9 day of December, 2020.

CAUTION! READ BEFORE SIGNING

Nicole Hale

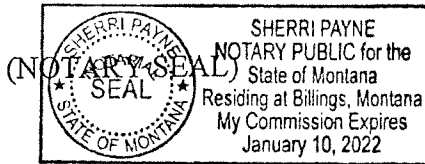
Nicole Hale, individually and as personal representative of
the Estate of Michael Ostby

STATE OF Montana)

County of Yellowstone : ss.)

On this 9th day of December, 2020, before me, a notary public for
the State of Montana, personally appeared Nicole Hale, known to me to be named in
the foregoing Release, and acknowledged to me that she has voluntarily executed the Release.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day
and year in this certificate first above written.



Sherrri Payne

Notary Public for the State of _____
Residing at: _____
My Commission expires: _____

Dated this 9 day of December, 2020.

CAUTION! READ BEFORE SIGNING

Joe Ostby

Joe Ostby, individually and as personal representative of
the Estate of Michael Ostby

STATE OF North Dakota)

: ss.

County of Burleigh)

On this 9th day of December, 2020, before me, a notary public for the State
of North Dakota, personally appeared Joe Ostby, known to me to be named in the
foregoing Release, and acknowledged to me that she has voluntarily executed the Release.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year
in this certificate first above written.

(NOTARY SEAL)

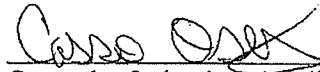
KATIE STREIFEL
Notary Public
State of North Dakota
My Commission Expires April 10, 2024

Katie Streifel

Notary Public for the State of North Dakota
Residing at: 204 W Thayer Ave Bismarck ND 58501
My Commission expires: 4/10/24

Dated this 12 day of December, 2020.

CAUTION! READ BEFORE SIGNING



Cassandra Ostby, individually as a personal representative
of the Estate of Michael Ostby

STATE OF _____)
: ss.
County of _____)

On this _____ day of _____, 2020, before me, a notary public for the State
of _____, personally appeared Cassandra Ostby, known to me to be named in the
foregoing Release, and acknowledged to me that she has voluntarily executed the Release.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year
in this certificate first above written.

(NOTARY SEAL)

Notary Public for the State of _____
Residing at: _____
My Commission expires: _____